

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGEDEAL# 102942
STK# 61375653

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)		Creditor - Seller (Name and Address)	
RICHARD ZIMMER 18A ZIMMER 4617 E KATHLEEN ROAD PHOENIX, ARIZONA 85032		POWER TOYOTA SCION 2970 SOUTH AUTOPLEX LOOP TEMPE, AZ 85284	
You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.			
New/Used/Other	Year	Make and Model	Vehicle Identification Number
USED	2006	CHRYSLER PT CRUISER	3ABF7786B67375653
Primary Use For Which Purchased			
<input checked="" type="checkbox"/> personal, family or household			
<input type="checkbox"/> business			
<input type="checkbox"/> agricultural			

FEDERAL TRUTH-IN-LENDING DISCLOSURES			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount of credit cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
5.50 %	\$ 5542.65	\$ 16899.35	\$ 22462.00
Your Payment Schedule Will Be:			
Number of Payments	Amount of Payments	When Payments Are Due	
72	309.76	Monthly beginning 06/13/2008	
Or As Follows			
Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of \$10.00 or 5% of the past due payment, whichever is less. If the vehicle is purchased or commercial use, the late charge will be 5% of the past due payment that is late.			
Prepayment: If you pay off all your debt early, you will not have to pay a penalty.			
Security Interest: You are giving a security interest in the vehicle being purchased.			
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.			

Insurance. You may buy the physical damage insurance the contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name N/A

Home Office Address N/A

1. Cash Price (including \$ N/A sales tax and prior credit or lease balance of \$000.00 = \$15400.00(1))

2. Your Downpayment =

Trade-In 2006 Jeep Commander

Gross Trade-In Allowance \$ 17000.00

Less Pay Off Made By Seller to \$ 21000.00

Equals Net Trade-In \$ 4900.00

+ Cash \$ 2000.00

+ Other N/A \$ N/A

(If total downpayment is negative, enter "0" and see prior credit or lease balance, row 1, above.) \$ 0.00(2)

3. Unpaid Balance of Cash Price (1 minus 2) \$ 15400.00(3)

4. Other Charges including Amounts Paid in Advance on Your Behalf (Seller may keep part of these amounts):

A. Cost of Optional Credit Insurance Paid to the Insurance Company or Companies

Life N/A

Term N/A

B. Other Insurance Paid to the Insurance Company \$ N/A

C. Official Fees Paid to Government Agencies \$ N/A

D. Government Taxes Not Included in Cash Price \$ N/A

E. Government License and Registration Fees

REGISTRATION FEE \$ 271.35

F. Government Certificate of Title Fee \$ 4.00

G. Other Charges Seller must identify who is paid and describe payment

POWER-TOYOTA DOCUMENTATION FEE \$ 369.00

N/A \$ N/A

N/A \$ N/A

N/A \$ N/A

N/A \$ N/A

SALES TAX PROTECTION \$ 795.00

Total Other Charges and Amounts Paid in Advance on Your Behalf \$ 1439.35(4)

5. Amount Financed (3 + 4) \$ 16839.35(5)

If the "Amount Financed" exceeds \$25,000 or if the motor vehicle is primarily for commercial use, the "Amount Financed" is also the "Final Cash Price Balance" and the "Total of Payments" is also the "Total Due."

Other Insurance

W/ N/A type of insurance N/A

Premium \$ N/A

Insurance Company Name N/A

Home Office Address N/A

I want the insurance checked above:

X Buyer Signature 04/29/2008

X Co-Buyer Signature 04/29/2008

Required Check Charge: You agree to pay a charge of \$25. plus actual charges assessed by a financial institution if any check you give us is dishonored.

OPTION: ☐ You pay no finance charge if the amount financed, item 5, is paid in full on or before _____ Year. SELLER'S INITIALS _____

FOR USED VEHICLES ONLY

The Seller hereby warrants that this vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. You (the purchaser) will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated.

ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:

ATENCIÓN COMPRADOR: FIRMAR AQUÍ SOLO SI EL VENDEDOR LE HA DICHO QUE EL VEHÍCULO TIENE EL SIGUIENTE PROBLEMA(S) Y QUE USTED ESTÁ DE ACUERDO DE COMPRAR EL VEHÍCULO BAJO ESTOS TÉRMINOS:

1. _____ 2. _____ 3. _____

X Buyer Signs _____ (Date) _____ X Co-Buyer Signs _____ (Date) _____

WARRANTIES

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranty on the vehicle, except as described above for used vehicles. Making no warranty means that the Seller is selling the vehicle as is - not expressly warranted or guaranteed and without any implied warranties of merchantability (except as described above) or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

☐ IF THE BOX IS CHECKED, THIS CONTRACT IS SUBJECT TO A BROKER FEE PAID BY THE SELLER TO _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

You acknowledge an express intent to grant a security interest in the vehicle and hereby waive and abandon all personal property exemptions granted upon the vehicle, which is the subject of this contract. NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH PROPERTY EXEMPT FROM PROCESS.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract and we must sign it. No oral changes are binding. Buyer Signs 04/29/2008 Co-Buyer Signs 04/29/2008

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without being forced to, for example, we may extend the time for making some payments without extending the time for making others.

NOTICE TO THE BUYER: (1) Do not sign this contract before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract you sign.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract, and retain its right to receive a part of the Finance Charge.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

The Arizona Department of Financial Institutions regulates the Seller and can be contacted at 2510 North Main Street, Suite 310, Phoenix, Arizona 85018, (602) 255-4421, if you have any complaints concerning this contract.

Buyer Signs 04/29/2008 Seller Signs 04/29/2008

Co-Buyer Signs 04/29/2008 Finance Man 04/29/2008

SEE BACK FOR OTHER IMPORTANT TERMS AND AGREEMENTS.

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X Date 04/29/2008 Address _____

Seller assigns its interest in this contract to _____ (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse P.O. Box 59733

☐ Assigned with limited recourse

POWER TOYOTA SCION CREDIT

DATE 04/29/2008 BY 04/29/2008

POWER TOYOTA SCION CREDIT

DATE 04/29/2008 BY 04/29/2008

ORIGINAL LIENHOLDER

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed with a day counted as 1/360th of a year (or 1/365th in a leap year).
- How we will apply payments. We will apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under the contract in any order we choose.
- How late payments or early payments change what you must pay. We base the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes will take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or regulatory transfer. If we pay any repair bills, storage fees, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security interest. You give us a security interest in:
 - The vehicle and all parts or goods put on it.
 - All money or goods received (proceeds) for the vehicle.
 - All insurance, maintenance, service, or other contracts we finance for you, and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.
 The secure payment of all you owe on this contract is also secured by other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.
- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may alter any insurance that covers your interest and our interest in the vehicle or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the cost of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract, or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, we will adjust the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- We may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
 - You do not pay any payment on time;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- Debtor's Liability for Failure to Return Vehicle. If you are in default, we may send you a notice of default. It is useful to fail to return a motor vehicle subject to a security interest within 30 days after receiving notice of default. A notice of default may be mailed to the address on the contract. It is your responsibility to keep the listed address current. Unless we have to return a motor vehicle subject to a security interest to a state of being. Assuming there are no aggravating circumstances, and you have no prior felony convictions, the maximum penalty is 1 year in prison and a \$150,000 fine.
- You may have to pay collection costs. If we hire an attorney to collect what you owe, you will pay the attorney's fee and court costs as permitted by law.

- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back. If we take it, if we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

- Used Car Buyers Guide. The information you are on the window for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para esta vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

- Applicable Law. Federal law and the law of the state of the Seller's address shown on the front of this contract apply to this contract.

6. SELLER'S RIGHTS IN ABSENCE OF CREDIT APPROVAL

- (a) You agree to furnish us any documentation necessary to verify information provided in the credit application. (b) You acknowledge that it may take a few days for us to verify your credit and assign this contract. In consideration of our agreeing to deliver the vehicle, you agree that if we are unable to assign the contract to any one of the financial institutions with which we regularly do business pursuant to terms of assignment acceptable to us, we may cancel this contract. (c) In the event we cancel this contract, we shall give you notice of the cancellation. Upon receipt of such notice, you shall immediately return the vehicle to us in the same condition as when sold (reasonable wear and tear excepted) and the contract shall then be deemed canceled. We agree, upon cancellation of this contract to return to you all consideration we received in connection with this contract, including any trade-in vehicle. (d) In the event the vehicle is not immediately returned to us upon notice of our cancellation of this contract, you agree to pay and shall be liable to us for all expenses incurred by us in obtaining possession of the vehicle, including attorney's fees, and we shall have the right to repossess the vehicle with the right of entry wherever the vehicle may be found, as the law allows. (e) While the vehicle is in your possession, at terms of this contract, including those relating to use of the vehicle and insurance for the vehicle shall be in full force and all risk of loss or damage to the vehicle shall be assumed by you, you shall pay all reasonable repair costs related to any damage sustained by the vehicle while in your possession or control of and until the vehicle is returned to us.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

GUARANTY

The undersigned, jointly and severally, guarantee payment of all amounts owing under this contract and the payment upon demand of the entire amount owing on this contract in the event of default in payment by Buyer named therein. The undersigned waives notice of performance, demands for performance, notice of non-performance, protest, notice of protest, notice of dishonor, notice of acceptance of this Guaranty, of any extensions in time of payment, of sale of any of the collateral and of all other notices to which the undersigned would be otherwise entitled by law and agrees to pay all amounts owing thereunder upon demand, without requiring any action or proceeding against Buyer, and specifically agrees to require a return action against Buyer as provided in A.R.S. §§ 12-1641 or eeq. The undersigned agrees to deliver to Seller, after assignment, to Assignee timely financial statements and any other information relating to the undersigned's financial condition as may be reasonably requested. The undersigned acknowledges receipt from the Seller, prior to signing below, of a separate "Notice to Designer."

_____	GUARANTOR
DATED AT _____	
_____	GUARANTOR
DATED AT _____	
Mental Community Property Jurisdiction: The undersigned spouse of the Guarantor joins in the execution of the guaranty for the purpose of binding the marital property of the Guarantor and the undersigned, in accordance with A.R.S. § 25-214 or other applicable law. THE UNDERSIGNED SPOUSE OF THE GUARANTOR ACKNOWLEDGES RECEIPT FROM THE SELLER, PRIOR TO SIGNING BELOW, OF A SEPARATE "NOTICE TO DESIGNER."	
_____	Spouse of the Guarantor
Date _____	

Form No. 355-A2 (11/98)

ARIZONA CERTIFICATE OF TITLE



**Motor
Vehicle
Division**

48-7200 R1008 www.azdot.gov

Inventory Control

16387585

Vehicle Identification Number

3ABFY7B086T375653

Year

2006

Make

CHRY

Model

PGT

Body Style

4DHB

First Registered

06/2006

List Price

023445

Mobile Home Manufacturer

Unit Number

FDI

PO BOX 255388

SACRAMENTO CA 95865

Title Number

00K3008157019

Previous Title Number

State

00K5008004066 AZ

Issue Date

06092008

Issue Date

01042008

Film Number

115700K307

Previous Film Number

100400K527

Odometer Miles (no tenths) *

0014380 A

* A - Actual Mileage

B - Mileage in excess of the odometer mechanical limits

C - NOT Actual Mileage, WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessees

RICHARD JOHN ZIMMER

OR

LINA M ZIMMER

Lienholders

FIRST LIEN-

WACHOVIA DEALER SERVICES INC

LIEN DATE: 04292008

PO BOX 19733

IRVINE

CA 926239733

LIEN RELEASE

Lienholder Name		Acknowledged before me this date.		Notary Public Signature	
Lien Amount	Lienholder Signature	Date	County	State	Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED